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September 12, 2025

VIA ECF

United States District Court
Eastern District of New York
Attn: Hon. Kiyo A. Matsumoto, U.S.D.J.
225 Cadman Plaza East
Courtroom 6B South
Brooklyn, NY 11201-1804

Re: Victoria NYC I Inc d/b/a Rx2Go v. DGN Pharmacy Inc d/b/a PersonalRx
Case No.: 1:25-cv-975 (KAM) (MMH)

Dear Judge Matsumoto:

This firm represents the Plaintiff in the above-captioned case. Plaintiff writes in connection with this Court's Order dated August 18, 2025 Order directing Plaintiff to file, in support of its renewed motion, the April 3, 2023 agreement referred to in Plaintiff's February 20, 2025 complaint if it chooses to renew its motion for a default judgment.

Plaintiff's April 3, 2023 agreement is not with the Defendant; rather, it is with non-party Medminder Pharmacy ("Medminder"), which Plaintiff served prior to the time Defendant engaged Plaintiff to perform services for it. Upon information and belief, Defendant purchased Medminder's Brooklyn, New York pharmacy,¹ but Plaintiff does not have specific information as to how and whether it actually did so. Accordingly, Plaintiff respectfully submits that the April 3, 2023 agreement referenced in the complaint is irrelevant to the Plaintiff's claims and that there exists a contract implied in fact between the parties given the services performed, invoiced, and paid.² As a result, Plaintiff respectfully seeks direction from this Court whether it still wishes for Plaintiff to submit a copy of the April 3, 2023. Based on this, Plaintiff respectfully requests an extension of time of two (2) weeks to renew its motion for default judgment.

Pursuant to ¶ II(E) of this Court's Chamber Practices, Plaintiff respectfully submits that: (1) the original date the renewed motion for default judgment is due falls on today's date; (2) the reason for the request is because Plaintiff seeks direction as to whether the Court still wishes to review the April 3, 2023 agreement referenced in the complaint in light of the representations made above; (3) Plaintiff respectfully requests two (2) additional weeks; (4) there have been previous requests for an extension of time, both by Plaintiff and *sua sponte* by the Court, all of which have been granted; (5-7) Plaintiff did not meet-and-confer with all other parties to discuss alternative, mutually agreeable dates or seek consent because the Defendant is in default and (8) the requested extension does not affect any other scheduled dates other than the deadline sought to be extended.

¹ Upon information and belief, Medminder operates in Massachussets. Defendant, however, is a citizen of the State of New Jersey, as it is incorporated in the State of New Jersey, and has its principal place of business in the State of New Jersey, notwithstanding the fact it operates a second location in Brooklyn, New York.

² Plaintiff is prepared to amend its complaint to this effect should the Court deem same necessary, and will otherwise address the agreement referenced in its complaint in its declaration in support of its renewed motion for default judgment.

Based on the foregoing, Plaintiff respectfully submits that sufficient good cause exists to warrant this Court's exercise of discretion in favor of granting the requested extension of time. See Fed. R. Civ. P. 6(b)(1)(B).

Plaintiff thanks this honorable Court for its continued time and attention to this case.

Dated: Jamaica, New York
September 12, 2025

Respectfully submitted,

SAGE LEGAL LLC

/s/ Emanuel Kataev, Esq.

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